

**Workforce and Career Services  
to Support the American Rescue Plan Act (ARPA)  
Request for Proposals (RFP)  
RFP-22-BWDD-63**

**Schedule of Events**

<b>ACTIVITY (All times are local Phoenix time)</b>	<b>DATE</b>
Issue RFP	April 14, 2022
Submittal of Written Questions by 3:00 p.m.	April 22, 2022
Responses to Written Questions	April 26, 2022
Proposal Submittal by time 3:00 p.m.	May 6, 2022
Award Recommendation to Phoenix City Council	May 15, 2022

**Submit proposals and requests for alternate formats to:**

Nancy Harrison, Procurement Officer  
City of Phoenix Human Services Department  
200 W. Washington Street, 18<sup>th</sup> Floor  
Phoenix, Arizona 85003  
Telephone: (602) 262-4037 (7-1-1 Friendly)  
hsdprocurement@phoenix.gov

Are you SBE/DBE certified? For more information go  
to: <https://www.phoenix.gov/eod/programs>

This RFP does not commit the City to award any agreement.  
All dates subject to change.



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## SECTION I – INSTRUCTIONS

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### SECTION I – INSTRUCTIONS

#### RFP Process

#### 1. DESCRIPTION OF NEED:

The City of Phoenix Human Services Department is looking for a community-based organization to provide Phoenix residents with opportunities to advance in their careers while addressing barriers to accessing training and employment such as childcare and transportation. Training, education, and workforce navigation services will be provided to Phoenix residents enrolled in programs at the Maricopa Community Colleges.

#### 2. OBJECTIVE:

The community-based organization will partner with the City of Phoenix and Maricopa County Community College District (MCCCD) Workforce and Economic Development Office to accelerate the utilization of ARPA funding by marketing to qualified candidates and provide services from recruitment through employment and reporting to fulfill the city's goals and objectives. Services include program administration, case management, marketing and recruiting for qualifying participants, participant success coaching and navigation, acquisition of employer hiring partnerships, hiring events and interview sessions, participant tracking, and program reporting. The community-based organization will provide participants with concierge-level interaction and support throughout their journey with the Maricopa Community Colleges leading to employment in their new career field of choice.

#### 3. MINIMUM QUALIFICATIONS:

Each Offeror must demonstrate in its proposal that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.

Offeror must have 3 years' experience providing career assessment and planning, job readiness, job placement and supportive services to individuals age 18 and older, especially those who are unemployed, underemployed or in low wage jobs. Eligible Offerors must be a 501(c)(3) private, non-profit organization.

#### 4. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

Offerors are responsible for reading the draft agreement (**Section II**) and submitting any questions about it in accordance with the process listed in **Section I (10)**. By submitting a proposal, each Offeror agrees it will be bound by the agreement. The City anticipates a one-year term beginning on or about July 1, 2022 to December 31, 2024. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions.
- completing the services set forth in the Scope of Work (the "Services");
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.



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### 5. PRE-PROPOSAL MEETING:

A Pre-Proposal Meeting will not be held due to the safety concerns surrounding the COVID-19 pandemic. Offerors are encouraged to submit questions in writing to the Procurement Officer prior to the Submittal of Written Questions due date/time stated in the Schedule of Events.

### 6. SCOPE OF WORK:

Offeror will provide workforce development and career navigation services that will be in accordance with the Scope of Work as set forth in *Section II – ARPA Subrecipient Draft Agreement, Exhibit A*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. The successful offeror will be expected to provide services virtually and in-person at its Phoenix location(s). Offeror will provide monthly progress reports to the City.

### 7. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Offerors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's eProcurement system.

### 8. PREPARATION OF OFFER:

**8.1.** All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

**8.2.** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

**8.3.** All time periods stated as a number of days will be calendar days.

**8.4.** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

8.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

8.4.2. Study and carefully correlate Offeror's knowledge and observations with



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the solicitation and other related data.

8.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the solicitation and such other related documents.

**8.5.** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

### **9. EXCEPTIONS:**

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to ask the procurement officer questions rather than including exception in their Offer.

### **10. INQUIRIES:**

All questions that arise relating to this solicitation should be directed to the procurement officer listed on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the question date and submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the Procurement Website.

### **11. ADDENDA:**

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must





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acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

### 12. BUSINESS IN ARIZONA

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

### 13. LICENSES:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

### 14. CERTIFICATION:

By signature in the offer section of the Affidavit page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

### 15. SUBMISSION OF OFFER:

**15.1.** Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the email arrival time.

**15.2.** Due to the COVID-19 pandemic, if you plan to respond to this solicitation, please submit your bid electronically via email to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov). The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Proposal Submittal due date and time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.

### 16. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed



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by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the proposal due date.

### **17. OFFER RESULTS:**

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

### **18. PRE-AWARD QUALIFICATIONS:**

Upon notification of an award the Offeror will have 10 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in *Section II – Professional Services Draft Agreement, Exhibit C Insurance Requirements* of this solicitation. Insurance requirements are non-negotiable.

### **19. AWARD OF CONTRACT:**

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Service Methodology
- Qualifications and Experience of Key Personnel
- Bid Price Schedule
- Organizational Capacity
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

### **20. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**

The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any



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Offeror submitting an offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

### 21. SOLICITATION TRANSPARENCY POLICY:

- 21.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.
- 21.2.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 21.3.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 21.4.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 21.5.** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar



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solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

### **22. PROTEST PROCESS:**

- 22.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 22.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 22.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 22.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 22.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the solicitation number;
  - The name, address and telephone number of the protester
  - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - The form of relief requested; and
  - The signature of the protester or its authorized representative.
- 22.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.



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### **23. PUBLIC RECORD:**

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

### **24. LATE OFFERS:**

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

### **25. RIGHT TO DISQUALIFY:**

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.



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### **26. AWARD:**

Award will be made on an “all or none” basis by group. For any group, offer must be shown for each item(s) within their group. Submittal without individual item prices listed will be considered as non-responsive and rejected.

### **27. EVALUATION OF COMPETITIVE SEALED OFFERS:**

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

### **28. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

- 28.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 28.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 28.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 28.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 28.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City’s determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City’s request, information in any best and final offer, and information received from Offeror’s references, including information about Offeror’s past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to



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permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 28.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

### **29. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF**

#### **COMPETITIVE RANGE:**

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

### **30. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

### **31. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**

**31.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

**31.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

**31.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.



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**31.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### **32. BEST AND FINAL OFFERS (BAFO):**

**32.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

**32.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

**32.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

**32.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.





**SECTION II – ARPA SUBRECIPIENT AGREEMENT**

**CITY OF PHOENIX**

**SECTION II – ARPA SUBRECIPIENT AGREEMENT  
DRAFT CONTRACT**

**COMMUNITY BASED ORGANIZATION  
WORKFORCE AND CAREER SERVICES  
TO SUPPORT  
THE AMERICAN RESCUE PLAN ACT (ARPA)**

**AGREEMENT NO.**

**Nancy Harrison, Procurement Officer  
Human Services Department  
200 W. Washington Street, 18<sup>th</sup> Floor  
602-262-4037  
Nancy.harrison@phoenix.gov**

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DRAFT

**SUBRECIPIENT AGREEMENT FOR  
COMMUNITY BASED ORGANIZATION  
EDUCATIONAL ASSISTANCE WRAPAROUND SERVICES**

Subrecipient Data Universal Number System (“DUNS”): XXXXXXXXXX

Federal Award Identification Number and Date: 3/11/21

CFDA Number and Name: 21.027 – Coronavirus State and Local Fiscal Recovery Funds

This Subrecipient Agreement (“**Agreement**”) is hereby entered into by and between the City of Phoenix, a municipal corporation of the State of Arizona (hereinafter referred to as “**City**”) and **Subrecipient Legal Name**, an Arizona **type of business** (hereinafter referred to as “**Subrecipient**”) (collectively the “**Parties**”) to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of grant funds as described herein.

**RECITALS**

- A. The City has been allocated funds from the Coronavirus Local Fiscal Recovery Fund pursuant to the American Rescue Plan Act (“ARPA”) for the purpose of, among others, responding to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts.
- B. The City desires to make a subaward to Subrecipient to pay for costs incurred by Subrecipient for the acceleration of the utilization of ARPA funding by providing certain workforce development and career navigation services to individuals negatively impacted by COVID-19 and its negative economic impacts. Services include program administration, case management, marketing and recruiting for qualifying participants, participant success coaching and navigation, acquisition of employer hiring partnerships, hiring events and interview sessions, and participant tracking, and program reporting. The Subrecipient will provide participants with concierge-level interaction and support throughout their journey with the Maricopa Community Colleges leading to employment in their new career field of choice, as specified more fully in this Agreement.
- C. Subrecipient is a private nonprofit corporation within the meaning of the McKinney-Vento Homeless Assistance Act and eligible to receive a subaward of ARPA Local Fiscal Recovery Funds pursuant to Section 603(c)(3) of Title VI of the Social Security Act (ARPA Section 9901).
- D. Subrecipient desires to accept the subaward of the City for the purposes set forth above.
- E. Subrecipient desires, and is appropriately qualified, to enter into this Agreement with the City and agrees to accept the subaward in accordance with the requirements set forth below and applicable law.

F. This Agreement is authorized by the City Council per Ordinance XXXXX dated Enter Date.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the City and Subrecipient agree as follows:

## 1. AMOUNT & USE OF SUBAWARD

The City will allocate and contribute up to \$Enter Amount (“Contributions”) to Subrecipient for Enter purpose of services described in Exhibit B (the “Itemized Service Budget”), which Subrecipient will use for the sole purpose of providing describe services as specified in Exhibit A **Scope of Work**. These Contributions must be managed in accordance with this Agreement and applicable law.

## 2. TERM OF AGREEMENT

2.1. This Agreement shall become effective on or about Enter Date and shall terminate on Enter Date. The obligations of Subrecipient as described herein will survive termination of this Agreement. This Agreement may terminate upon the earliest occurrence of any of the following:

- 2.1.1. Reaching the end of the term as set forth in Paragraph 2.1.
- 2.1.2. Payment of the maximum compensation under Sections 1 and 4;
- 2.1.3. Reaching the funding expenditure deadline; or
- 2.1.4. Termination pursuant to the provisions of this Agreement.

## 3. SCOPE OF WORK

All uses of funds awarded under this Agreement shall be conducted in accordance with:

- Exhibit A – Scope of Work
- Exhibit B – Itemized Service Budget
- Exhibit C – Insurance Requirements
- Exhibit E – Background Screening Requirements
- Exhibit F – Additional Federal Requirements

## 4. FUNDING

Subrecipient acknowledges that all funds to be provided pursuant to this Agreement will be provided as a subaward of federal ARPA funds and Subrecipient agrees to comply with regulations, laws, and guidelines for applicable federal funding sources as identified herein or as may be issued over the course of this Agreement.

4.1. Subject to the terms, covenants and conditions of this Agreement, the City will reimburse the Subrecipient in an amount not to exceed \$Enter Amount for allowable costs described in **Exhibit B – Itemized Service Budget**, attached hereto and incorporated herein by this reference.

4.2. Subrecipient specifically agrees to be responsible for all sums in excess of the monies allow under the subaward.

- 4.3. Subrecipient will be responsible for accomplishing the levels of performance as set forth in the Scope of Work attached hereto as Exhibit A.
- 4.4. The City will disburse portions of the monies in such amounts and increments as may be approved by the City to reimburse Subrecipient for allowable costs reflected in **Exhibit B – Itemized Service Budget**, attached hereto and incorporated herein by this reference, upon submission by Subrecipient of proper invoices and supporting documentation, as required by the City in its reasonable discretion and by applicable law. The **Itemized Service Budget** may not be amended or supplemented without the prior written consent of the City.
- 4.5. This Agreement is subject to the availability of federal funds to the City. The City shall promptly notify Subrecipient in writing of any modifications, payments, delays or cancellations of said ARPA funding.
- 4.6. No funds will be allocated to Subrecipient after December 31, 2024.
- 4.7. Any failure to comply with the approved budget is at the risk of Subrecipient. The City is not required to reimburse Subrecipient for expenditures which were not approved by the City.
- 4.8. Subrecipient must obtain the City's prior written approval before implementing any line item changes in the **Itemized Service Budget**.
- 4.9. As applicable, if Subrecipient services are operated in a manner in which recipients of the services are provided services within the same program(s) from another funding stream, Subrecipient shall provide to the City (a) a matrix identifying the shared use of such program services; and (b) a cost-allocation plan which documents and explains how program costs are appropriately charged to each program so as to assure the funds provided hereunder do not subsidize such other program(s). The City has the right to approve such cost allocation plan which must be attached to the annual budget.

## 5. ALLOWABLE COSTS

Subrecipient expressly understands and agrees that the allowability of costs shall be determined in accordance with, as applicable, the terms of the Act, any guidance issued by the U.S. Department of Treasury ("Treasury") or the City and 2 CFR Part 200, Subpart E. Subrecipient is liable for payment of any costs incurred by Subrecipient under this Agreement that may be disallowed by the City, or other appropriate federal officials. In this regard, Subrecipient shall be obliged to remit to the City any funded amounts which were paid pursuant to Section 4 and used to cover disallowed costs.

## 6. REQUEST FOR PAYMENT

- 6.1. Subrecipient will submit monthly invoices on or before the 15th calendar day of each month which follows a month in which Subrecipient incurred allowable costs.

Each invoice will be accompanied with itemized receipts. Invoices will be submitted free of mathematical errors and with all supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Subrecipient. Subrecipient will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Failure of City to identify an error does not waive any of the City's rights.

- 6.2. Invoice will be submitted to: [hsd.invoices@phoenix.gov](mailto:hsd.invoices@phoenix.gov).
- 6.3. The City will review expenditure reports and will make payment to Subrecipient of any undisputed amounts within 45 calendar days of the City's approval of a properly completed and documented invoice.
- 6.4. The City reserves the right to request proper supporting documentation of any costs/charges under this Agreement for its oversight and monitoring purposes.
- 6.5. If the City requires additional financial data from Subrecipient to be responsive to any requests from the U.S. Department of Treasury or other federal entities pertaining to ARPA funding under this Agreement, Subrecipient will respond to the City in a timely manner.
- 6.6. **Payment Recoupment.** Subrecipient must reimburse the City upon demand upon the following:
  - a. Any amounts received by Subrecipient from the City for costs which have been inaccurately reported or are found to be unsubstantiated.
  - b. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Conflict of Interest Disclosure Questionnaire.
  - c. Any amount paid with the subaward for goods or services that duplicate services covered by other specific grants and Agreements.
  - d. Any amounts expended for items or purposes determined unallowable by the City.
  - e. Any amounts paid by the City for which Subrecipient's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by Subrecipient in accordance with this Agreement and applicable law.
  - f. Any amount identified as a financial audit exception.
  - g. Any amounts paid or reimbursed in excess of this Agreement.
  - h. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date or other later payment deadline.
  - i. Any amounts paid by Subrecipient to a subcontractor not authorized in writing by the City.
- 6.7. **Payment Indemnification.** Subrecipient will be responsible for issuing payment



for services performed by its employees, contractors, suppliers, or any other third party in the furtherance of the performance or arising out of this Agreement and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. Subrecipient will, at the City's request, furnish satisfactory evidence that all obligations designated above have been paid, discharged or waived.

## **7. INTERNAL SYSTEMS POLICIES AND PROCEDURES**

- 7.1.** Subrecipient will maintain or establish and implement systems, written policies and procedures governing personnel, financial management and programmatic management, as set forth in 2 CFR Part 200, as applicable, and any U.S. Department Treasury guidance.
- 7.2.** Subrecipient will maintain financial systems in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. And, as applicable, pursuant to 2 CFR Part 200, to ensure that costs are reasonable and necessary for the purposes of the subaward, and funds are not used for expenses unrelated to the performance of this Agreement.
- 7.3.** Subrecipient will maintain separate accounts for City funds awarded under this Agreement.
- 7.4.** Further, Subrecipient's financial management systems must include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary.
- 7.5.** Subrecipient's financial management systems must also be capable of distinguishing expenditures attributable to this Agreement and those not attributable to this Agreement and must be able to identify costs by program year and budget category, as well as distinguishing between direct and indirect costs.

## **8. AUDITS/RECORDS**

- 8.1.** The City, the U.S. Department of Treasury, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of Subrecipient's which are pertinent to any activity performed under this Agreement as required under 2 CFR §§ 200.334-.338. for the purpose of making audit, examination, excerpts and transcriptions. Subrecipient shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.334-.338 and for a period of at least five (5) years after the expiration or termination of this Agreement. The City's right of access is not limited to the retention period but lasts so long as the records are retained by Subrecipient. Subrecipient will permit independent auditor's access to its records and financial statements as necessary to comply with federal audit requirements. Failure to comply with requirements of this Section will be deemed to be a default under this

Agreement.

- 8.2. Subrecipient shall submit a financial audit within one hundred eighty (180) days after the close of Subrecipient's fiscal year during which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this Agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR Part 200, Subpart F.

## **9. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER**

- 9.1. The Parties agree that the relationship created by this Agreement is that of independent contractors. Neither Subrecipient nor any of Subrecipient's agents, employees or helpers will be deemed to be an employee, agent, or servant of the City.
- 9.2. This Agreement is not intended to constitute, create or give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement.
- 9.3. The Parties agree that no individual performing under this Agreement on behalf of Subrecipient will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Subrecipient will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

## **10. LEGAL WORKER REQUIREMENTS**

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Subrecipient who fails, or whose subcontractors fail to comply with Arizona Revised Statutes § 23-214(A). Therefore, Subrecipient agrees that:

- Subrecipient and each subcontractor used warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to an including termination of the Agreement.
- The City retains the legal right to inspect the papers of Subrecipient or subcontractor employee(s) who work(s) on this Agreement to ensure that Subrecipient or subcontractor is complying with the warranty herein.

## **11. CONFIDENTIALITY AND DATA SECURITY**

- 11.1 The Subrecipient must comply with 2 CFR § 200.303(e) and must take reasonable measures to safeguard protected personally identifiable information, as defined

in 2 CFR § 200.1, and other information the U.S. Department of the Treasury or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

- 11.2** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Subrecipient in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Subrecipient will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.
- 11.3** Personal identifiable information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Subrecipient must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.
- 11.4** When personal identifiable information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 11.5** In the event that data collected or obtained by the Subrecipient in connection with this Agreement is suspected to have been compromised, Subrecipient will notify the City immediately. Subrecipient agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed.
- 11.6** Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Subrecipient. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Subrecipient under this Section 11 will survive the termination of this Agreement.

## **12. CONTACTS WITH THIRD PARTIES**

- 12.1** Subrecipient or its subcontractors will not contact third parties to provide any information in connection with this Agreement without the prior written consent of the City. Should Subrecipient or its subcontractors be contacted by any person requesting information or requiring testimony relative to this Agreement or any other prior or existing Agreement with the City, Subrecipient or its subcontractors

will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Subrecipient and its subcontractors under this Section will survive the termination of this Agreement.

**12.2** Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by Subrecipient. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

### **13. COMPLIANCE WITH LAWS**

Subrecipient will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, regulations and guidance that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Subrecipient, a request for an amendment may be submitted pursuant to this Agreement.

### **14. AMENDMENTS**

Whenever an addition, deletion or alteration to **EXHIBIT A SCOPE OF WORK** or **EXHIBIT B ITEMIZED SERVICE BUDGET**, is necessary, a supplemental agreement must first be approved in writing by the City and Subrecipient before such addition, deletion or alteration will be performed. Changes may be made and the amounts to be paid to Subrecipient may be adjusted by mutual agreement in accordance with applicable law, but in no event may the amount exceed the amount authorized in Section 4.1 of this Agreement. It is specifically understood and agreed that no claim for extra work done or materials furnished by Subrecipient will be allowed except as provided herein, nor will Subrecipient do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Subrecipient without prior written authorization will be at Subrecipient's risk, cost and expense, and Subrecipient agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

### **15. NO ORAL ALTERATIONS**

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

### **16. INTEGRATION**

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

This Agreement does not amend or alter any existing agreements between the City and Subrecipient.

#### **17. GOVERNING LAW; FORUM; VENUE**

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

#### **18. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

**18.1** The City may terminate this Agreement in whole, or from time to time in part, for the City's convenience or the failure of Subrecipient to fulfill the obligations (cause or default) under this Agreement. The City will terminate by delivering to Subrecipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Subrecipient must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process.

**18.2** If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

**18.3** If the termination is due to the failure of Subrecipient to fulfill its obligations under the Agreement (cause/default), the City may (1) require Subrecipient to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by agreement or otherwise, and Subrecipient will be liable for any additional cost incurred by the City; and (3) withhold any payments to Subrecipient, or the purpose of set-off or partial payment, as the case may be, of amounts owed by the City to Subrecipient. In the event of termination for cause/default, the City will be liable to Subrecipient for reasonable costs incurred by Subrecipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

#### **19. NO ISRAEL BOYCOTT**

By entering into this Agreement, Subrecipient certifies that they are not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel.

#### **20. LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and -502, the City is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the

United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

## **21. EQUAL EMPLOYMENT OPPORTUNITY AND PAY**

In order to do business with the city, Subrecipient must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Subrecipient will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

**For a Subrecipient with 35 Employees or Fewer.** Subrecipient in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Subrecipient will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Subrecipient further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Subrecipient further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this Agreement entered into by supplier/lessee.

**For a Subrecipient with More Than 35 Employees.** Subrecipient in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Subrecipient will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Subrecipient further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Subrecipient further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier or lessee. The Subrecipient further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt

with during employment without regard to their sexual orientation or gender identity or expression.

**Documentation.** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming a nondiscriminatory policy is being utilized.

**Monitoring.** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

## **22. DEFENSE AND INDEMNIFICATION**

Subrecipient (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

## **23. COMPLIANCE WITH TERMS OF FUNDING**

Parties acknowledge that funds will be provided pursuant to the ARPA, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, the Additional Federal Requirements attached hereto, other applicable law and guidance, and this Agreement. Parties agree to be bound by and will comply with all terms and conditions of foregoing. The Agreement includes any ARPA guidance issued by the U.S. Department of Treasury or any other federal agency with authority for

administration of the ARPA funds. The Subrecipient is required to submit an end of program funding report to the City. The City agrees to cooperate with Subrecipient in preparing these reports, as needed.

#### **24. COMPLIANCE WITH UNIFORM REQUIREMENTS**

Subrecipient will comply with Uniform Administrative Requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," except for those provisions excluded by the U.S. Department of the Treasury.

#### **25. NON-PROFIT STATUS AND REPORTING**

Subrecipient shall maintain 501(c) 3 status and shall provide certified audits and tax returns annually. The audits and tax returns shall be provided to the City's contract administration representative referenced in paragraph 36 - Notices. The audit/returns are due to the City within 30 days from receipt of the certified audit.

#### **26. RELIGIOUS ACTIVITIES**

No person may be required to participate in any religious activity as a condition of benefiting from Subrecipient's performance of this Agreement.

#### **27. CONFLICTS OF INTEREST**

All parties hereto agree to abide by the provisions of 2 CFR § 200.318, which include (but are not limited to) the following:

**27.1.** Subrecipient shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

**27.2.** No employee, officer, or agent of Subrecipient shall participate in the selection, or in the award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

**27.3.** The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient.

The City's Conflict of Interest rules are also applicable to this Agreement and the Subrecipient acknowledges the following:

**27.3.1.** Subrecipient acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this



Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

- 27.3.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Subrecipient has an actual or apparent conflict of interest.
- 27.3.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Subrecipient, or any agent or representative of Subrecipient, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Subrecipient, terminate the right of Subrecipient to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Subrecipient as could be pursued in the event of default by Subrecipient.

This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

## **28. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY**

- 28.1** Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by Subrecipient shall constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Agreement by the City.
- 28.2** Prior to entering into and during the time period covered by this Agreement, Subrecipient shall disclose any information related to the preceding paragraph. This disclosure requirement shall also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section shall constitute a default.

## **29. NONDISCRIMINATION**

Subrecipient will carry out its responsibilities in compliance with the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended, and implementing regulations at 31 CFR Part 22; the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 610107) and implementing regulations at 31 CFR Part 23; the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and Title II of the Americans with Disabilities Act; and the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157). Subrecipient will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required

by Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

### **30. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

Subrecipient agrees to maintain the currency of its information in the federal government's System for Award Management ("SAM") until it receives final payment. Subrecipient agrees to maintain its DUNS number for the same duration.

### **31. ONLINE SEARCHABLE DATABASES**

Subrecipient agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, Subrecipient agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration ("GSA").

### **32. HUMAN TRAFFICKING**

Subrecipient agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of your obligations under this Agreement. Subrecipient agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

### **33. ASSIGNMENT**

Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the City.

### **34. INSURANCE**

Subrecipient will comply with the insurance requirements set forth in *Exhibit C*.

### **35. BACKGROUND CHECKS**

Subrecipient will comply with the background check requirements set forth in *Exhibit E*.

### **36. NOTICES**

**36.1** Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Subrecipient:

Subrecipient Point of Contact  
Subrecipient  
Address  
City, State Zip Code  
Phone:  
Email:

If to City:  
Attn: Nancy Harrison, Procurement Officer  
City of Phoenix Human Services Department  
Management Services Division  
200 W. Washington Street, 18<sup>th</sup> Floor  
Phoenix, AZ 85003  
Phone: 602-262-4037  
Email: [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov)

- 36.2** Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed receive.
- 36.3** Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

### **37. CLAIMS OR DEMANDS AGAINST THE CITY:**

- 37.1** Subrecipient acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Subrecipient agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- 37.2** Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

### **38. CONTINUATION DURING DISPUTES**

**38.1** Subrecipient agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

**38.2** Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

### **39. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES**

**39.1** Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Subrecipient will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps must include the following:

- (1) Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- (2) Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- (3) When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- (4) Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- (6) Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
- (7) Include affirmative steps, one through six in any subcontract.

#### **40. DEFAULT/REMEDIES**

**40.1** In the event of any default in or breach of this Contract or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Contract or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Contract by the Subrecipient, the City, in addition to any other remedy, may immediately withhold payment of funds until such default is cured and/or may make direct payment to vendors.

**40.2** Failure of the City to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which the City is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Contract. No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be such and signed by both the City and Subrecipient.

#### **41. FORCE MAJEURE**

Subrecipient will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Subrecipient in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

#### **42. ADDITIONAL FEDERAL REQUIREMENTS**

Subrecipient will comply with the additional federal requirements set forth in **Exhibit F**.

#### **43. FISCAL YEAR CLAUSE:**

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Subrecipient must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

#### **44. PROFESSIONAL COMPETENCY:**

**44.1 QUALIFICATIONS:** Subrecipient represents that it is familiar with the nature and extent of this Agreement, the services it will be performing, and any conditions that

may affect its performance under this Agreement. Subrecipient further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such services.

**44.2 LEVEL OF CARE AND SKILL:** Services provided by Subrecipient will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Subrecipient's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Subrecipient's performance will in no way relieve Subrecipient of liability to the City for damages suffered or incurred arising from the failure of Subrecipient to adhere to the aforesaid standard of professional competence.

**45. NO THIRD-PARTY BENEFICIARIES:**

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

DRAFT

**IN WITNESS WHEREOF**, the parties herein have caused this Agreement to be executed.

**CITY OF PHOENIX**, a municipal corporation  
Jeffrey Barton, City Manager

\_\_\_\_\_  
MARCHELLE F. FRANKLIN  
HUMAN SERVICES DIRECTOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
Cris Meyer, City Attorney

By: \_\_\_\_\_  
Assistant Chief Counsel

**SUBRECIPIENT NAME**  
a State of Arizona, *type of business*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT A – SCOPE OF WORK

### BACKGROUND

The City of Phoenix Human Services Department is looking for a private, non-profit community-based organization to provide Phoenix residents, whose household income has been negatively impacted by COVID 19, with opportunities to advance in their careers while addressing barriers to accessing training and employment such as childcare and transportation. Training, education, and workforce navigation services will be provided to Phoenix residents enrolled in an American Rescue Plan Act (ARPA) approved program at the Maricopa Community Colleges.

For the purposes of this agreement, the criteria for demonstrating a negative household income impact include:

- Wages or hours reduced
- Currently am or have been unemployed
- Qualified for unemployment benefits
- Laid off or pause in work
- Sick and unable to work
- Caring for sick household member
- Loss of child or spousal support
- Caring for children home from school or daycare

### OBJECTIVE

The community-based organization will partner with the City of Phoenix and Maricopa County Community College District (MCCCD) Workforce and Economic Development Office to accelerate the utilization of ARPA funding by marketing to qualified candidates and provide from recruitment to employment and reporting to fulfill the city's goals and objectives. Services include program administration, case management, marketing and recruiting for qualifying participants, participant success coaching and navigation, acquisition of employer hiring partnerships, hiring events and interview sessions, and participant tracking, and program reporting. The community-based organization will provide participants with concierge-level interaction and support throughout their educational journey with the Maricopa Community Colleges leading to employment in their new career field of choice.

#### 1. SCOPE OF WORK

The community-based organization will support the City of Phoenix with a full-service, full-scope marketing, communications, and enrollment campaign to recruit and enroll Phoenix residents – who have been impacted by COVID-19 as well as individuals with young children – into impactful MCCCD career training programs. Separate funding is set-aside for Maricopa Community College classes and related expenses.

The community-based organization will serve a minimum of 400 participants with the City of Phoenix/MCCCD ARPA program support services described below.

#### TASKS

##### a. Marketing and Recruiting

Marketing Content Development and Campaign Management



- Website, landing page, and prospective customer lead management that encourages inquiry into services and Community College training program options.
- Paid and organic social media content development, management, and optimization.

- CRM management - track leads, develop follow-up workflows and messaging, and communication to recruiting team
- Design, production, and distribution of print and digital marketing materials including flyers, blogs, ads, web forms, landing pages, emails, media releases, etc.

*\*All marketing material/content to promote the programs will be reviewed and approved by the City of Phoenix.*

#### Social Media and Digital Advertising

- Paid advertising on social media and other digital platforms such as news organizations, mobile applications, and local associations.

#### Recruiting and Enrollment Services

- Individual lead/participant outreach and enrollment assistance including advising, inquiry follow-up, assessment, and program matching.
- Information gathering and recording from applicants to determine eligibility, career goal and ability to participate, to include assessing obstacles and appropriateness of program services.
- Establishment of commitment to program goals and required steps to achieve personal employment and wage goals.

#### **b. Navigation and Success Coaching**

- Assess career readiness through both informal and formal methods to identify basic educational skills, work history, basic work skills and employment competencies, and interests.
- Formalize personal employment goals through a written plan of action based on assessment outcomes and aligned with labor market realities.
- Assist with referrals to specialized support services and other resources to address personal needs and obstacles to program participation.
- Facilitate soft skill learning for skill and work readiness training.
- Coordinate training solution with MCCCDC for training program that aligns with personal employment plan of action.
- Provide education and career readiness navigation to all program participants, whether in training services or career services through the community-based organization.
- Providing success coaching to ensure job readiness, resume suitable for an effective job search, and preparedness for interviews.
- Monitor participants to track progress toward personal goals and eventual employment.

#### **c. Business Development | Hiring Employer Acquisition and Hiring Events**

- Partner with applicable employers to support participant employment and wage goals.
- Facilitate employer networking/hiring events and interview sessions that align with participant employment and wage goals.
- When applicable and in consultation with MCCCDC, recruit and facilitate employer

hiring events that align with ARPA Training Programs and support training program participants achievement of employment.

## 2. DELIVERABLES

	<b>Outcome Measure</b>	<b>Targets</b>
1	<b>Total Participants Served</b> Number of participants the contractor plans to serve. The number of individuals who have expressed interest in the program or referred to another program.	400 minimum
2	<b>Total Participants Enrolled in Training</b> Number of participants enrolled in a City of Phoenix ARPA approved program at MCCCDC.	218
3	<b>Total Participants Completing Training</b> Number of participants that enroll and complete a City of Phoenix ARPA approved program at MCCCDC.	Baseline
4	<b>Total Participants Who Complete AND Receive a Degree or Other Credential</b> Number of participants that complete a City of Phoenix ARPA approved program at MCCCDC and receive a degree or other credential.	168
5	<b>Total Number of Unemployed Participants who Obtain Employment After Training Completion</b> Number of all unemployed participants (non-incumbent workers only) who complete a City of Phoenix ARPA approved program at MCCCDC and obtain employment. NOTE: Incumbent Workers should not be included in this outcome.	126
6	<b>Total Number of Incumbent Worker Participants that Advanced into a New Position After Training Completion</b> This includes incumbent workers that advanced into a new position with their current employer or a new employer following the completion of a City of Phoenix ARPA approved program at MCCCDC.	Baseline
7	<b>Total Number of Those Participants Employed at Enrollment Who Received a Wage Increase After Training Completion</b> Number of participants who are incumbent workers and who enrolled in a City of Phoenix ARPA approved program at MCCCDC who received an increase in wages after enrollment.	Baseline

### a. CONTRACTOR'S RESPONSIBILITIES

- Follow approved ARPA program policies and standards of work.
- Create and maintain a database to collect and record participant data and supporting documentation as outlined in policies.
- Coordinate participant enrollment with MCCCDC in the approved MCCCDC, City of Phoenix ARPA Programs Listing (APPENDIX A) for those who will participate in training services.

- Coordinate with MCCCDC for ESL/English Literacy and Adult Education needs.
- Serve a minimum of 400 participants and enroll no more than 218 participants into training services.
- Provide representation at scheduled team meetings.
- Contribute to required weekly report for success stories.
- Provide representation at scheduled team meetings.
- Refer individuals who require training services not available through the approved ARPA Programs Listing to Workforce Innovation and Opportunity Act (WIOA) for possible enrollment and financial assistance with training services.
- Ensure that participants have provided written authorization of information sharing in advance.
- Contractor shall submit monthly invoices on or before the 15th of every month. Each monthly invoice shall include the Contractor Monthly Expenditure Report, itemized receipts, and other supporting documentation. Each monthly invoice shall be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation shall be provided to support the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City shall return the monthly invoice to the Contractor. Contractor shall promptly resubmit the revised monthly invoice to the City. Each revised invoice shall document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights. All ARPA funds must be expended no later than December 31, 2024 with final invoices submitted no later than January 15, 2025. Invoices shall be submitted to [hsd.invoices@phoenix.gov](mailto:hsd.invoices@phoenix.gov).

**b. CITY'S RESPONSIBILITIES**

- Serve as the administrative entity and steward of funds.
- Develop ARPA program policies and standards of work.
- Write all programmatic and financial reports and submit to the City Manager's Office.
- Determine eligibility of individuals referred for Workforce Innovation and Opportunity Act (WIOA) program services.
- Manage a separate set-aside of funds for the costs of MCCCDC training and related expenses.
- Contractor shall be paid on cost reimbursement for services rendered under this contract. The City will pay fees invoiced in accordance with method of invoicing in conjunction with City's eProcurement System.
- Provide follow up on participant's employment and post-program success.
- Input participant data into the project database in a timely manner.
- Facilitate scheduled team meetings.
- Monitor and share information regarding participant progress, ensuring that participants have provided written authorization of information sharing in advance.
- Refer participants to appropriate Human Service Department programs and services.

**c. REPORTING REQUIREMENTS**

Part of the allocation of ARPA funds includes the requirement to track the funds to ensure all dollars are being spent for their intended purpose. Funds allocated to the community-based organization will be monitored by the Human Services Department to guarantee funds are being spent as intended.

**a. Monthly Progress Reports**

Monthly reports (Appendix B) showing any expenditure of ARPA funds and performance outcomes will be required of all recipients. Contractor monthly progress reports should be submitted with contractor monthly invoices to [hsd.invoices@phoenix.gov](mailto:hsd.invoices@phoenix.gov) **Attention: Kweilin Waller.**

**b. ARPA Compliance and Reporting Guidance**

On June 17, 2021, Treasury released the Compliance and Reporting Guidance for this program. The guidance provides additional detail and clarification for each recipient's compliance and reporting responsibilities, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the Final Rule.

## APPENDIX A

### MCCCD, City of Phoenix Approved ARPA Programs Listing

- **Bioscience and Healthcare (23)**
  - Patient Care Associate / Health Unit Coordination
  - Medical Assistant
  - Certified Nursing Assistant
  - Laboratory Assisting
  - Phlebotomy
  - Community Health Worker
  - Home Health Aide
  - Pharmacy Technician
  - Mental Health Technician
  - Medical Scribe
  - Medical Administrative Assistant with EHR
  - Medical Office Manager
  - Medical Billing and Coding
  - Certified Risk Adjustment Coder
  - Semi-conductor Program - March launch
  - Automated Industrial Technology
  - CNC Machining
  - Welding
- **Construction/Trades (44)**
  - HVAC Technician
  - Carpentry
  - Welding / Iron Working / Sheet Metal
  - Plumbing / Pipefitting
  - Painting and Drywalling
  - Electrical Technology
  - Maintenance Technician
  - OSHA Safety Training
- **Entrepreneurship and Small Business (6)**
  - Entrepreneurial Studies
  - Small Business Management
  - Small Business Start-Up
- **Hospitality and Tourism (4)**
  - Hotel Management
  - Restaurant Management
- **Early Childhood Education**
  - Early Childhood Education
- **Community Health Services (Peer Support Specialist)**
  - Resiliency
- **ESL/English Literacy**
- **Financial Services/Customer Contact Centers (6)**
  - Securities Industry Essentials (SIE)
  - Risk Management and Insurance
  - Financial Industry
  - Banking and Finance
- **Information Technology/Cybersecurity (17)**
  - Database Development
  - Cisco Network Administration
  - Network Support
  - Amazon Web Services Cloud
  - CompTIA A+, Network +, Security +
  - Health IT Security Manager
- **Manufacturing / EV (35)**

## APPENDIX B

### Performance Outcomes Template

<b>Outcome Measure</b>		<b>Actuals for all Participants</b>	
1	<p><b>Total Participants Served</b>            Number of participants the contractor plans to serve. The number of individuals who have expressed interest in the program or referred to another program.</p>	Year 1: Year 2: Year 3:	Total:
2	<p><b>Total Participants Enrolled</b>            Number of participants enrolled in a City of Phoenix ARPA approved program at MCCCDCD.</p>	Year 1: Year 2: Year 3:	Total:
3	<p><b>Total Participants Completing</b>            Number of participants that enroll and complete a City of Phoenix ARPA approved program at MCCCDCD.</p>	Year 1: Year 2: Year 3:	Total:
4	<p><b>Total Participants Who Complete AND Receive a Degree or Other Credential</b>            Number of participants that complete a City of Phoenix ARPA approved program at MCCCDCD and receive a degree or other credential.</p>	Year 1: Year 2: Year 3:	Total:
5	<p><b>Total Number of Unemployed Participants who Obtain Employment After Training Completion</b>            Number of all unemployed participants (non-incumbent workers only) who complete a City of Phoenix ARPA approved program at MCCCDCD and obtain employment. NOTE: Incumbent Workers should not be included in this outcome.</p>	Year 1: Year 2: Year 3:	Total:
6	<p><b>Total Number of Incumbent Worker Participants that Advanced into a New Position After Training Completion</b>            This includes incumbent workers that advanced into a new position with their current employer or a new employer following the completion of a City of Phoenix ARPA approved program at MCCCDCD.</p>	Year 1: Year 2: Year 3:	Total:
7	<p><b>Total Number of Those Participants Employed at Enrollment Who Received a Wage Increase After Training Completion</b>            Number of participants who are incumbent workers and who enrolled in a City of Phoenix ARPA approved program at MCCCDCD who received an increase in wages after enrollment.</p>	Year 1: Year 2: Year 3:	Total:



## **EXHIBIT B – ITEMIZED SERVICE BUDGET**

[attached on the following page.]

## EXHIBIT C – INSURANCE REQUIREMENTS

### 1. SUBRECIPIENT’S INSURANCE

Subrecipient and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Subrecipient and its agents, representatives, employees and subcontractors. Subrecipient and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. Subrecipient must insure the equipment purchased under this Agreement in accordance with 2 CFR § 200.310.

The City in no way warrants that the limits stated in this section are sufficient to protect the Subrecipient from liabilities that might arise out of the performance of the work under this Agreement by the Subrecipient, its agents, representatives, employees or subcontractors and Subrecipient may purchase additional insurance as they determine necessary.

#### 1.1 SCOPE AND LIMITS OF INSURANCE

Subrecipient must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

##### 1.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Subrecipient related to this Agreement.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Subrecipient.
- The Subrecipient’s insurance coverage must be primary and non-contributory

with respect to any insurance or self-insurance carried by the City.

**1.1.2. Worker’s Compensation and Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**1.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, the Subrecipient must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Human Service Department, Attention: Procurement Section, 200 W. Washington St. 18<sup>th</sup> Floor, Phoenix, AZ 85003; hsdprocurement@phoenix.gov).**

**1.3. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Subrecipient from potential insurer insolvency.

**1.4. VERIFICATION OF COVERAGE:** Subrecipient must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to **hsdprocurement@phoenix.gov**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S**

## **RISK MANAGEMENT DIVISION.**

- 1.5. SUBCONTRACTORS:** Subrecipient's certificates shall include all subcontractors as additional insureds under its policies **OR** Subrecipient shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Subrecipient that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Subrecipient may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Subrecipient assumes liability for all subcontractors with respect to this Agreement.
- 1.6. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.

**EXHIBIT D – SUBRECIPIENT CERTIFICATE OF INSURANCE**

[attached on the following page.]

## EXHIBIT E – BACKGROUND SCREENING REQUIREMENTS

### 1. SUBRECIPIENT WORKER BACKGROUND SCREENING

Subrecipient agrees that all Subrecipient and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Subrecipient's sole cost and expense, unless otherwise provided for in the scope of work. Subrecipient's background screening will comply with all applicable laws, rules and regulations. Subrecipient further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

**1.7. Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Subrecipient to incur additional contract costs to obtain background screens or badges.

**1.8. Terms of This Section Applicable to all Subrecipient's Contracts and Subcontracts:** Subrecipient will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

**1.9. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Subrecipient will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Subrecipient. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Subrecipient from any liabilities that may arise out of the Subrecipient's services under this Agreement or Subrecipient's failure to comply with this section. Therefore, Subrecipient and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

**1.10. Continuing Duty; Audit:** Subrecipient's obligations and requirements will continue throughout the entire term of this Agreement. Subrecipient will maintain all records and documents related to all background screenings and the City reserves the right to audit Subrecipient's records.

### 2. BACKGROUND SCREENING – MAXIMUM RISK

**2.1.** The current risk level and background screening required is **MAXIMUM RISK**

## **LEVEL.**

**2.2. Maximum Risk Level:** A maximum risk background screening will be performed when the Contract Worker's work assignment will:

- 2.2.1.** work directly with vulnerable adults or children, (under age 18); or
- 2.2.2.** any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 2.2.3.** unescorted access to:
  - City data centers, money rooms, high-value equipment rooms; or
  - unescorted access to private residences; or
  - access to critical infrastructure sites/facilities; or
  - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

**2.3. Requirements:** The background screening for this maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

## **2.4.**

**Additional Maximum Risk Background Checks:** Maximum screening will additionally require:

- 2.4.1.** Credit Check (for cash handling, accounting, and compliance positions only)
- 2.4.2.** Driving records (for driving positions only.)
- 2.4.3.** Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

**2.5. Subrecipient Certification; City Approval of Maximum Risk Background Screening:** Unless otherwise provided for in the Scope of Work, Subrecipient will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that

Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.



## EXHIBIT F – FEDERAL REQUIREMENTS

**Subrecipient Name:** Enter Name

**Subrecipient Unique Entity Identifier:** Enter UEI Number

**Federal Award Identification Number:** N/A

**Federal Award Date:** March 11, 2021

**Subaward Period of Performance Start and End Date:** Effective date of contract through [end of federal grant period of performance]

**Subaward Budget Period Start and End Date:** Effective date of contract through [end of federal grant period of performance]

**Amount of Federal Funds Obligated to Subrecipient:** \$XXXXXX

**Total Amount of Federal Funds Obligated to the Subrecipient:** \$XXXXXX

**Total Amount of the Federal Award Committed to the Subrecipient:** \$XXXXXX

**Federal Award Project Description:** U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund

**Name of Federal Award Agency:** U.S. Department of Treasury

**Name of pass-through entity:** City of Phoenix, Marchelle Franklin (602) 262-6668

**Assistance Listing number and Title:** 21.027 – Coronavirus State and Local Fiscal Recovery Funds

**Research and Development (R&D) Identification:** Yes/No

**Indirect Cost Rate for Federal Award:** de minimis rate of 10%

### 1. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Subrecipient agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 31 CFR Part 19. The City may, by giving written notice to Subrecipient, immediately terminate this Agreement if the City determines that Subrecipient has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Subrecipient will included a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 31 CFR Part 19.

### 2. DAVIS BACON ACT; COPELAND ANTI-KICKBACK ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or

subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Subrecipient will comply with all applicable standards, orders or regulations Issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**6. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)**

In all contracts in excess of \$100,000 the Subrecipient hereby certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. Each contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
- c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**7. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

**8. VICTIMS OF HUMAN TRAFFICKING**

Subrecipient agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of your obligations under this Agreement. Subrecipient agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

**9. PREFERENCE FOR DOMESTIC PROCUREMENT**

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Subrecipient will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

**10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT**

Subrecipient is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

**11. ADDITIONAL FEDERAL SUBAWARD REQUIREMENTS**

Subrecipient will comply with any additional terms and conditions imposed by the U.S. Department of Treasury on Subrecipient's use of the ARPA Coronavirus State and Local Fiscal Recovery Fund.



## SECTION III – SUBMITTALS

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### SECTION III – SUBMITTALS AFFIDAVIT

The undersigned Offeror hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Offeror further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Offeror.

The undersigned Offeror acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Offeror's submitted information and the representation that Offeror has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Offeror.
3. Offeror has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Offeror errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Offeror in connection with this proposal shall be borne solely by Offeror. Under no circumstances shall the City be responsible for any costs associated with Offeror's proposal or the RFP process.
9. Offeror has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.



## SECTION III – SUBMITTALS

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**10.** The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

**11.** To the best of the Offeror's knowledge, the information provided in its proposal is true and correct and neither the undersigned Offeror nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

### **12. COPIES**

**12.1** Please submit one (1) original of the Submittal Section and all other required documentation via email.

**12.2** Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

**12.3** Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit and your email cannot be sent. The City's e-mail server size limit to receive e-mails is 150MB.

### **13. HOW TO SUBMIT ELECTRONICALLY**

**Step 1:** Put together your proposal documents in PDF format. Submit each tabbed section in its own PDF file as outlined in Section 15 below.

**Step 2:** Enter [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov) in the "To" field.

**Step 3:** Enter the Solicitation Title and Number and your company name in the "Subject" field

**Step 4:** Include in the body of the email that you are submitting in response to the identified solicitation.

**Step 5:** Attach all applicable documents for your submission.

**Step 6:** Click "Send." Once submitted, the submission will be deemed a complete submission.



## SECTION III – SUBMITTALS

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### 14. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Competitive Sealed Proposal(s), All responsive and responsible proposals will be evaluated based on the following criteria. The evaluation panel will review the information submitted in the responsive proposals to address the requirements listed in the corresponding tabs. This is a best-value-to-the-City procurement, which means the evaluation panel will look at all factors, not just the proposed budget, in selecting the recommended proposers.

<b>14.1</b> Approach to the Scope of Work	375	Available Points
<b>14.2</b> Qualifications and Experience of Key Personnel	200	Available Points
<b>14.3</b> Proposed Budget	150	Available Points
<b>14.4</b> Organizational Capacity	<u>275</u>	<u>Available Points</u>
<b>TOTAL AVAILABLE POINTS</b>	<b>1,000</b>	<b>Available Points</b>

### 15. PROPOSAL SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents with the following major sections in separate PDF documents labeled accordingly:

<b>Tab 1</b>	<b>General Information</b>
<b>Tab 2</b>	<b>Approach to the Scope of Work</b>
<b>Tab 3</b>	<b>Qualifications and Experience of Key Personnel</b>
<b>Tab 4</b>	<b>Proposed Budget</b>
<b>Tab 5</b>	<b>Organizational Capacity</b>
<b>Tab 6</b>	<b>Other Required Submittals</b>
<b>Tab 7</b>	<b>Signed Addenda</b>

### 16. PROPOSAL SUBMITTAL CONTENT

The proposal must include the following written information submitted in the following sequence:

#### Tab 1 – General Information

In this Section, Offeror shall provide following information:

- Full company name, address, phone number, and the name and email address of your contact person for the proposal. Do not include additional information.
- Certificate, copy of web-page, or other documentation from the



## SECTION III – SUBMITTALS

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Secretary of State in which your firm is incorporated that shows your firm's legal name as a company.

### **Tab 2 – Approach to the Scope of Work (0-375 points)**

In this Section, Offeror shall provide a narrative response that addresses the following key points:

- **Marketing and Recruiting**
  - Provide a description of the Offeror's approach to marketing content development and campaign management.
  - Provide a description of how the Offeror will use social media and digital advertising for outreach and recruitment.
  - Provide a description on how the Offeror will ensure that Phoenix residents are given priority in accessing services.
  - Provide a description of the Offeror's strategy and tools to record initial information from inquiries to determine appropriateness for the program.
- **Navigation and Success Coaching**
  - Provide a description of the Offeror's service delivery model to identify, assess, and develop career pathway plans.
  - Provide examples of the Offeror's experience with utilizing resources, both internal and external, to seek specialized supportive services and other services for program participants not provided by the Offeror.
  - Provide a description of the Offeror's experience in providing soft skills, training.
  - Provide detailed information on the Offeror's methodology for tracking participant enrollment, progress, and outcomes.
- **Business Development/Hiring Employer Acquisition and Hiring Events**
  - Provide a description of how the Offeror leverages community partnerships for recruiting both participants and businesses.
  - Provide a description of the Offeror's experience in identifying and utilizing the needs of employers to inform program service delivery.
  - Provide a description of the Offeror's experience in organizing employer network and hiring events that align with program participant skills.

### **Tab 3 – Qualifications and Experience of Key Personnel (0-200 points)**

In this Section, Offeror shall:

- Submit a current organizational chart that indicates specific position titles and sets forth lines of authority, responsibility, and communication in accordance with policies established by the governing body or management. The chart should accurately reflect the existing positions performing the proposed





## SECTION III – SUBMITTALS

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service and any new positions the Offeror is proposing specific to this solicitation.

- Submit resumes for positions which are filled and will be performing the proposed services, including years of experience in providing the proposed service, relevant education, training, and/or professional certifications or affiliations.
- Describe how front-line staff will be supervised and supported in their roles, including the reporting relationship and level of expertise of the supervisor, and method and frequency of communication.

### **Tab 4 – Proposed Budget (0-150 points)**

In this Section, Offeror shall provide the following:

- Offeror must complete and submit **Attachment A – Bid Price Schedule**.  
**NOTE: The proposed price should not include taxes.** The City will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.
- Complete and submit **Attachment B – Fiscal Ability Questionnaire**

### **Tab 5 – Organizational Capacity (0-275 points)**

In this Section, Offeror shall provide a narrative response that addresses the following key points:

- Provide a brief summary of your organization, including the Mission Statement and experience in providing the proposed service. Include the number of years in providing the proposed service as it relates to the requirements in the Scope of Work for which the Offeror is proposing.
- Describe outcomes achieved serving the specific population outlined in the solicitation.
- Describe the Offeror's infrastructure and experience managing federal and local grants.
- Identify the physical location and description of facility where services will be provided including how services are accessed remotely.

### **Tab 6 – Other Required Submittals**

In this Section, Offeror shall complete, sign where applicable, and submit the following documents:

- a) Signed Signature Form
- b) Attachment A – Bid Price Schedule
- c) Attachment B – Fiscal Ability Questionnaire
- d) Attachment C – Payment Terms & Options



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- e) Attachment D – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- f) Attachment E – Signed Confidential Information Form
- g) Attachment F – References
- h) Attachment G – Signed Offer Form
- i) Attachment H - Signed Solicitation Conflict & Transparency Disclosure Form
- j) Attachment I – Signed Affidavit of Lawful Presence
- k) Attachment J – Signed SF424B Assurances – Non-Construction Programs

### **Tab 7 – Signed Addenda**

In this Section, Offeror must acknowledge receipt of all solicitation addenda by signing and submitting the entire addenda with the proposal.



**SECTION III – SUBMITTALS**

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**Signature(s)**

Offeror's Contracting Entity (Legal Name<sup>1</sup>): \_\_\_\_\_

*<sup>1</sup>The successful Offeror must be authorized to transact business in Arizona and be in good standing prior to contract award.*

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the Offeror.*

Name of Joint Venture Partner (if applicable): \_\_\_\_\_

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*